

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made this 6th day of June, 2001, by and between McShea Gaither Road Limited Partnership ("Landlord") and Montgomery County, Maryland, a body corporate and politic ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease, dated January 15, 1997 ("Lease"), with respect to approximately Fifteen Thousand Nine Hundred and Forty Four (15,944) square feet known as 9125-B Gaither Road (the "Premises") in the building located at 9121-9129 Gaither Road, Gaithersburg, Maryland (the "Building"); and

WHEREAS, the term of the Lease ("Lease Term") commenced January 23, 1997 and expires February 9, 2002; and

WHEREAS, the parties wish to amend the Lease to extend the term thereof, upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

1. Recitals. The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.
2. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.
3. Extension of the Lease Term. The term of the Lease is hereby extended for eight (8) years, commencing February 10, 2002 and expiring February 9, 2010 (the "Extended Term"). The Extended Term shall be upon all the same terms and conditions as set forth in the Lease with respect to the initial Term thereof, except as modified herein.
4. Rent. Effective February 10, 2002, the following Fixed Minimum Rent amounts will be due and payable under the Lease for the Premises:

<u>PERIOD</u>	<u>ANNUAL FIXED MINIMUM RENT</u>	<u>MONTHLY FIXED MINIMUM RENT</u>	<u>RATE PSF</u>
02-10-02 to 02-09-03	\$227,202.00	\$18,933.50	\$14.25
02-10-03 to 02-09-04	\$234,018.06	\$19,501.51	\$14.68
02-10-04 to 02-09-05	\$241,038.60	\$20,086.55	\$15.12
02-10-05 to 02-09-06	\$248,269.76	\$20,689.15	\$15.57
02-10-06 to 02-09-07	\$255,717.85	\$21,309.82	\$16.04
02-10-07 to 02-09-08	\$263,389.39	\$21,949.12	\$16.52
02-10-08 to 02-09-09	\$271,291.07	\$22,607.59	\$17.02
02-10-09 to 02-09-10	\$279,429.80	\$23,285.82	\$17.53

5. Additional Rent. Throughout the Extended Term, Tenant shall continue to remain obligated to pay its proportionate share of Real Estate Taxes and Operating Expenses, as provided for in the Lease.

6. Improvements. Landlord shall perform the indicated Improvements to the Premises, all to be completed no later than February 9, 2002. The Landlord's obligation with regard to Improvements to the Premises shall be limited to the following:

- (a) Landlord to paint the Premises, a Building standard color, as mutually agreed upon by Landlord and Tenant.
- (b) Landlord shall recarpet the Premises with Building standard carpeting, as mutually agreed upon by Landlord and Tenant.
- (c) Landlord to install air ventilation units in the Men's and Ladies restrooms
- (d) Landlord to install two walls in the Premises, in a location mutually agreed upon by Landlord and Tenant. Landlord's obligation with regard to the two walls indicated, shall be limited to fifty one (51) linear feet of wall. Any wall area requested by the Tenant, which exceeds fifty one (51) linear feet, shall be at the sole cost and expense of Tenant. Tenant to submit a plan that specifies the desired location of the walls. Such plan will be subject to the approval of the Landlord.

All of the Improvements to be performed in the Premises as a result of the extension of term provided for herein shall be performed by Landlord.

7. Brokers. Tenant represents and warrants to Landlord that Tenant has not dealt with any realtor, broker, agent or finder in connection with this Amendment other than McShea & Company, Inc. ("Landlord's Agent"). Tenant shall indemnify and hold Landlord harmless from and against any loss, claim, damage, expense or liability for any compensation, commission or charges claimed by any other realtor, broker agent or finder claiming to have dealt with Tenant in connection with this Amendment.

8. Reaffirmation of Terms. All other terms, covenants and provisions of the Lease are hereby confirmed and ratified and, except as modified herein, shall remain in full force and effect.

9. Representations. Tenant hereby represents and warrants to Landlord that Tenant (i) is not in default of any of its obligations under the Lease and that such Lease is valid and binding and enforceable in accordance with its terms, (ii) has full power and authority to execute and perform this Amendment, and (iii) has taken all action necessary to authorize the execution and performance of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day first written above.

WITNESS

Rebecca S. Domaruk

TENANT:

Montgomery County, Maryland, a body corporate and politic

By: William H. [Signature] (seal)

ACAO

WITNESS

[Signature]

LANDLORD:

By: McShea Gaither Road Limited Partnership

By: McShea & Company, Inc.
Its Authorized Agent

By: John F. McShea (seal)

Its President

Date: 6-6-01

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APPROVED AS TO FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY

BY Gileen O. Basener 2

DATE 5/9/2001